

NL Industries, Inc.
SETTLING PARTY

U.S. EPA Region 2
Docket No.
II-CERCLA-02-2012-2016
Proceeding Pursuant to
Section 122(h)(1) of
CERCLA, 42 U.S.C. § 9622(h)(1),
and the Inherent Authority of the
Attorney General of the United
States of America

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I. JURISDICTION

1. This Settlement Agreement is entered into pursuant to the authority vested in the Administrator of the U.S. Environmental Protection Agency ("EPA") by Section 122(h)(1) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), 42 U.S.C. § 9622(h)(1), which authority has been delegated to the Regional Administrators of the EPA by EPA Delegation No. 14-14-D. This authority was re-delegated by the Region 2 Regional Administrator to the Director of the Emergency and Remedial Response Division in Region II by Regional Delegation R-1200, dated November 23, 2004. This Settlement Agreement is also entered into pursuant to the authority of the Attorney General of the United States to compromise and settle claims of the United States, which authority, in the circumstances of this settlement, has been delegated to the Deputy Section Chiefs of the Environmental Enforcement Section of the Environment and Natural Resources Division of the Department of Justice.

2. This Settlement Agreement is made and entered into by NL Industries, Inc. (the "Settling Party") and EPA. The Settling Party consents, to and will not contest EPA's authority to enter into, this Settlement Agreement or to implement or enforce its terms.

II. BACKGROUND

3. This Settlement Agreement concerns work to be performed on a portion of the Jewett White Lead Company Superfund Site ("Site"), located on Staten Island, Richmond County, New York. The Site includes two parcels of land separated by an active roadway, one located at 2000-2012 Richmond Terrace, Block 1006, Lot 32 (the "PRC Property") and the other at 2015 Richmond Terrace (the "Moran Property"), in the Port Richmond area of the north shore of Staten Island. Currently, the owner of the PRC Property is Perfetto Realty Company.

4. The Site historically housed a white lead manufacturing operation that spanned both parcels of the Site on both sides of Richmond Terrace. John Jewett & Sons White Lead Company owned the Site from 1839 until April 3, 1890, when National Lead & Oil Company of New York ("National Lead") acquired the Site property and operated at the Site. On May 31, 1946 National Lead sold the PRC Property and ceased operating at that portion of the Site.

5. Commencing in December of 2008, EPA began the process of sampling at the Site to determine whether contamination was present at the PRC Property. Off-property samples were also collected from four locations along Richmond Terrace in order to determine if contamination had migrated from the PRC Property. The analytical results from these sampling events revealed the presence of elevated levels of lead throughout most of the PRC Property, both laterally and with depth.

6. On April 6, 2009, at EPA's request and under EPA oversight, the present owner of the PRC Property, Perfetto Realty, implemented an interim removal action to stabilize conditions at the PRC Property. The interim removal action, completed on April 20, 2009, established a grass cover on the lead-contaminated soils to limit the migration of wind-blown

lead dusts onto neighboring residential properties. In addition, a silt fence was installed along the PRC Property line to prevent surface water runoff containing lead-contaminated soils/sediments from being transported off the property onto the adjacent sidewalks, "lead hazard" signs were posted on the existing fencing, and lead-contaminated soils and sediments were removed from the sidewalks and curb line adjacent to the PRC Property.

7. Based in part on the implementation of that interim removal action, EPA determined that while an additional removal action was appropriate, a sufficient planning period existed for the performance of a non-time-critical removal action. Therefore, an Engineering Evaluation/Cost Analysis ("EE/CA") was prepared by EPA to evaluate and propose a non-time-critical removal action for the PRC Property.

8. Based on the various environmental investigations conducted at the Site, EPA determined in the EE/CA that a removal action should be conducted at the PRC Property, and EPA's preferred removal action of excavation and off-site disposal of contaminated soils for the PRC Property was proposed to the public during a public comment period from March 4, 2011 until April 17, 2011. Respondent, among others, provided comments to EPA's proposed removal action. EPA documented its removal action determination for the PRC Property in an Action Memorandum issued on December 22, 2011 ("Action Memorandum").

9. As described above, in response to the release or threatened release of hazardous substances at or from the Site, EPA has undertaken certain response activities at the Site pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604. In so doing, EPA has incurred response costs at or in connection with the Site, and will incur response costs in the future.

10. EPA alleges that Settling Party is a responsible party pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and is liable for response costs incurred or to be incurred at or in connection with the Site.

11. EPA and Settling Party seek through this Settlement Agreement to provide EPA with the finances to perform the Work, as that term is defined in Section IV. Based upon Settling Party's commitment, set forth herein, to provide certain funding to EPA, EPA has determined that it will utilize the funding provided pursuant to this Settlement Agreement to perform the Work.

12. EPA and Settling Party recognize that this Settlement Agreement has been negotiated in good faith and that this Settlement Agreement is entered into without the admission or adjudication of any issue of fact or law.

III. PARTIES BOUND

13. This Settlement Agreement shall be binding upon EPA and upon the Settling Party and its successors and assigns. Any change in ownership or corporate or other legal status of Settling Party, including but not limited to, any transfer of assets or real or personal property, shall in no way alter Settling Party's responsibilities under this Settlement Agreement. Each signatory to this Settlement Agreement certifies that he or she is authorized to enter into the

terms and conditions of this Settlement Agreement and to bind legally the party represented by him or her.

IV. DEFINITIONS

14. Unless otherwise expressly provided in this Settlement Agreement, terms used in this Settlement Agreement that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meanings assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Settlement Agreement, the following definitions shall apply:

"Adjoining Property" shall mean the parcel of land adjacent to the PRC Property portion of the Site, identified as Block 1006, Lot 28.

"CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601-9675.

"Covered Response Costs" shall mean all costs, including but not limited to direct and indirect costs, incurred or to be incurred by EPA in connection with the Work. The term Covered Response Costs shall not include response costs incurred or to be incurred at the PRC Property that are unrelated to performance of the Work or any other response costs incurred or to be incurred at the Moran Property.

"Day" or "day" shall mean a calendar day. In computing any period of time under this Settlement Agreement, where the last day would fall on a Saturday, Sunday, or federal or state holiday, the period shall run until the close of business of the next working day.

"Engineering Evaluation/Cost Analysis Approval Memorandum" ("EE/CA") shall mean the EE/CA dated January 20, 2011 that EPA prepared for the PRC Property.

"Effective Date" shall mean the effective date of this Settlement Agreement as provided by Section XIII.

"EPA" shall mean the United States Environmental Protection Agency and its successor departments, agencies, or instrumentalities.

"EPA Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

"Interest" shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

"Jewett/Perfetto Subsite Special Account" shall mean the special account, within the EPA Hazardous Substance Superfund, established pursuant to Section 122(b)(3) of CERCLA, 42 U.S.C. § 9622(b)(3), to be used as provided in Paragraph 18.

"Moran Property" shall mean the 4.41 acre parcel of land located at 2015 Richmond Terrace which is a portion of the Site.

"Paragraph" shall mean a portion of this Settlement Agreement identified by an Arabic numeral or an upper or lower case letter.

"Parties" shall mean EPA and the Settling Party.

"PRC Property" shall mean the 2000-2012 Richmond Terrace portion of the Site, identified as Block 1006, Lot 32.

"RCRA" shall mean the Solid Waste Disposal Act, 42 U.S.C. §§ 6901-6992 (also known as the Resource Conservation and Recovery Act).

"Section" shall mean a portion of this Settlement Agreement identified by a Roman numeral.

"Settlement Agreement" shall mean this Settlement Agreement, Index No. II-CERCLA-02-2012-2016. This Settlement Agreement addresses the Work, as defined herein, to be performed at the PRC Property and any adjacent property where lead contamination from the PRC Property has come to be located.

"Settling Party" shall mean NL Industries, Inc. formerly known as National Lead & Oil Company of New York, and its successors and assigns.

"Site" shall mean the Jewett White Lead Company Superfund Site and includes the historical footprint of the former Jewett White Lead Company facility and the extent of contamination related thereto. The Site includes the 1.07-acre PRC Property parcel located at 2000-2012 Richmond Terrace, Block 1006 Lot 32, and the approximately 4.41-acre Moran Property parcel located at 2015 Richmond Terrace (of which, approximately 2.25-acres is upland, not covered by the surface waters of the Kill Van Kull), Block 185, Lot 548, located in the Borough of Staten Island, Richmond County, New York.

"Work" shall include all activities necessary to implement the removal action documented by EPA on December 22, 2011, for the PRC Property and, if necessary, the Adjoining Property, including, but not limited to: (a) any activities related to the design of the Work; (b) clearing, grubbing, and removal of on-site materials and equipment from the work area; (c) decommissioning of the existing monitoring wells; (d) construction of a vehicle decontamination pad and a material stockpile and staging areas; (e) reconstructing of erosion controls; (f) excavation and removal of soils exceeding the site-specific cleanup level for lead of 800 mg/kg from the PRC Property and all unpaved

areas of the Adjoining Property identified as Block 1006, Lot 28; (g) pumping and collection of groundwater that may infiltrate the excavation; (h) proper characterization, transportation, and off-site disposal of excavated soil, collected groundwater, and other materials which are determined via appropriate sampling and analysis to contain hazardous substances; (i) collection and analysis of post-excavation soil samples from the walls and base of the excavation to verify attainment of the site-specific lead cleanup level; (j) backfilling of excavated areas to restore the properties to the existing grade, using certified clean soil from an approved off-site source; (k) final restoration of disturbed areas of the properties; (l) replacement of the three on-site monitoring wells following the placement of final cover; and (m) sampling of the monitoring wells twice a year for at least two years, to demonstrate the effectiveness of the response action.

"United States" shall mean the United States of America and each department, agency, and instrumentality of the United States, including EPA.

V. PAYMENT OF RESPONSE COSTS

15. Payment by Settling Party of Response Costs. Settling Party shall pay \$1,550,000, as provided below. An initial payment of \$1,374,000 is due within 10 days of the Effective Date and shall include no Interest if timely paid. The second payment in the amount of \$176,000 shall be due six months after the Effective Date and shall include no Interest if timely paid. Settling Party may pay either payment prior to its due date.

16. Settling Party shall make the payments required by Paragraph 15 via Fedwire electronic funds transfer ("EFT") to:

Federal Reserve Bank of New York
ABA = 021030004
Account = 68010727
SWIFT address = FRNYUS33
33 Liberty Street
New York NY 10045
Field Tag 4200 of the Fedwire message should read "D 68010727 Environmental Protection Agency"

and shall reference Site/Spill ID Number A2-18 and the EPA docket number for this action.

17. At the time of payment, Settling Party shall send notice that payment has been made to EPA in accordance with Section XII, and to the EPA Cincinnati Finance Office by email at acctsreceivable.cinwd@epa.gov, or by mail to:

EPA Cincinnati Finance Office
26 Martin Luther King Drive
Cincinnati, Ohio 45268

Such notice shall reference Site/Spill ID Number A2-18 and the EPA docket number for this action.

18. These payments shall be deposited in the Jewett/Perfetto Subsite Special Account within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance the Work, and if any balance remains after performance of the Work is complete, such monies may be used to conduct or finance other response actions at or in connection with the Site or to be transferred by EPA to the EPA Hazardous Substance Superfund. It is acknowledged that to the extent that the amount of the payments made pursuant to Paragraph 15 (Payment of Response Costs) exceed the total cost of the Work (including EPA's direct and indirect costs associated with the Work), any amount remaining in the Jewett/Perfetto Subsite Special Account may be used as described in this Paragraph and shall reduce EPA's total of unreimbursed response costs at the Site by such amount.

VI. FAILURE TO COMPLY WITH SETTLEMENT AGREEMENT

19. Interest on Late Payments. If Settling Party fails to make any payment required by Paragraph 15 by the required due date, Interest shall continue to accrue on the unpaid balance from the due date through the date of payment.

20. Stipulated Penalty.

a. If any amounts due to EPA under Paragraph 15 (Payment of Response Costs) are not paid by the required date, Settling Party shall be in violation of this Settlement Agreement and shall pay to EPA, as a stipulated penalty, in addition to the Interest required by Paragraph 19, \$750 per violation per day that such payment is late.

b. Stipulated penalties are due and payable within 30 days after the date of demand for payment of the penalties by EPA. All payments to EPA under this Paragraph shall be identified as "stipulated penalties," shall reference Site/Spill ID Number A2-18 and the EPA docket number for this action, and shall be made by EFT as set forth in Paragraph 16.

c. At the time of payment, Settling Party shall send notice that payment has been made to Kimberly Staiger and to the EPA Cincinnati Finance Office by email at acctsreceivable.cinwd@epa.gov, or by mail to:

EPA Cincinnati Finance Office
26 Martin Luther King Drive
Cincinnati, Ohio 45268

Such notice shall reference Site/Spill ID Number A2-18 and the EPA docket number for this action.

d. Penalties shall accrue as provided in this Paragraph regardless of whether EPA has notified Settling Party of the violation or made a demand for payment, but need only be

paid upon demand. All penalties shall begin to accrue on the day after payment is due and shall continue to accrue through the date of payment. Nothing in this Settlement Agreement shall prevent the simultaneous accrual of separate penalties for separate violations of this Settlement Agreement.

21. In addition to the Interest and Stipulated Penalty payments required by this Section and any other remedies or sanctions available to EPA by virtue of Settling Party's failure to comply with the requirements of this Settlement Agreement, if Settling Party fails or refuses to comply with the requirements of this Settlement Agreement it shall be subject to an enforcement action pursuant to Section 122(h)(3) of CERCLA, 42 U.S.C. § 9622(h)(3). If the United States, on behalf of EPA, brings an action to enforce this Settlement Agreement, Settling Party shall reimburse the United States for all costs of such action, including but not limited to enforcement costs.

22. Notwithstanding any other provision of this Section, EPA may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Settlement Agreement. Payment of stipulated penalties shall not excuse Settling Party from payment as required by Section V or from performance of any other requirements of this Settlement Agreement.

VII. COVENANTS BY EPA

23. Covenants for Settling Party by EPA. Except as specifically provided in Section VIII (Reservations of Rights by EPA), EPA covenants not to sue or take administrative action against Settling Party pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), with regard to performance of the Work and to reimburse EPA for Covered Response Costs. These covenants shall take effect upon receipt by EPA of the initial payment required by Paragraph 15 (Payment of Response Costs) and any Interest or stipulated penalties due thereon under Paragraph 18 (Interest on Late Payments) or 19 (Stipulated Penalty). These covenants are conditioned upon the satisfactory performance by Settling Party of its obligations under this Settlement Agreement. These covenants extend only to Settling Party and do not extend to any other person.

VIII. RESERVATIONS OF RIGHTS BY EPA

24. EPA reserves, and this Settlement Agreement is without prejudice to, all rights against Settling Party with respect to all matters not expressly included within the Covenants for Settling Party by EPA in Paragraph 23. Notwithstanding any other provision of this Settlement Agreement, EPA reserves, and this Settlement Agreement is without prejudice to, all rights against Settling Party with respect to:

a. liability for failure of Settling Party to meet a requirement of this Settlement Agreement;

b. liability for costs incurred or to be incurred by the United States that are not within the definition of Covered Response Costs;

c. liability for injunctive relief or administrative order enforcement under Section 106 of CERCLA, 42 U.S.C. § 9606, at the Site except with regard to the Work;

d. criminal liability; and

e. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments.

25. As reserved in Paragraph 24. b. and c., above, notwithstanding any other provision of this Settlement Agreement, EPA reserves, and this Settlement Agreement is without prejudice to, the right to institute proceedings seeking to compel Settling Party to perform a response action at the Site or to pay the United States for additional costs of response if such action or reimbursement sought is unrelated to the performance or financing of the Work.

26. Nothing in this Settlement Agreement is intended to be nor shall it be construed as a release, covenant not to sue, or compromise of any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, that the United States may have against any person, firm, corporation or other entity not a signatory to this Settlement Agreement.

IX. COVENANTS BY SETTLING PARTY

27. Covenants by Settling Party. Settling Party covenants not to sue and agrees not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to the Work or Covered Response Costs, including but not limited to:

a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund for the Work or Covered Response Costs or costs incurred or associated with the negotiation of this Settlement Agreement based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claims arising at the Site with regard to the Work or Covered Response Costs, including any claim under the United States Constitution, the Constitution of the State New York, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, or at common law; and

c. any claim pursuant to Section 107 or 113 of CERCLA, 42 U.S.C. § 9607 or 9613, Section 7002(a) of RCRA, 42 U.S.C. § 6972(a), or state law for the Work or Covered Response Costs.

28. Nothing in this Settlement Agreement shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).

X. EFFECT OF SETTLEMENT/CONTRIBUTION

29. Nothing in this Settlement Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Settlement Agreement. Except as provided in Section IX (Covenants by Settling Party), each of the Parties expressly reserves any and all rights (including, but not limited to, those rights pursuant to Section 113 of CERCLA, 42 U.S.C. § 9613), defenses, claims, demands, and causes of action that each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto. Nothing in this Settlement Agreement diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613 (f)(2) and (3), to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

30. The Parties agree that the actions undertaken by Settling Party in accordance with this Settlement Agreement do not constitute an admission of any liability by Settling Party. Settling Party does not admit, and retains the right to controvert in any subsequent proceedings other than any proceeding to implement or enforce this Settlement Agreement, the validity of the facts or allegations contained in Section II of this Settlement Agreement.

31. The Parties agree that this Settlement Agreement constitutes an administrative settlement for purposes of Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), and that Settling Party is entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), or as may be otherwise provided by law, for "matters addressed" in this Settlement Agreement. The "matters addressed" in this Settlement Agreement are the Work and Covered Response Costs. The Parties further agree that this Settlement Agreement constitutes an administrative settlement for purposes of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B), pursuant to which Settling Party has, as of the Effective Date, resolved liability to the United States for the Work, including the cost of any party to perform the Work.

32. Settling Party shall, with respect to any suit or claim brought by it for matters related to this Settlement Agreement, notify EPA in writing no later than 60 days prior to the initiation of such suit or claim. Settling Party also shall, with respect to any suit or claim brought against it for matters related to this Settlement Agreement, notify EPA in writing within 10 days after service of the complaint or claim upon it. In addition, for matters related to this Settlement Agreement, Settling Party shall notify EPA within 10 days after service or receipt of any motion for summary judgment and within 10 days after receipt of any order from a court setting a case for trial.

33. In any subsequent administrative or judicial proceeding initiated by EPA, or by the United States on behalf of EPA, for injunctive relief, recovery of response costs, or other relief relating to the Site, Settling Party shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant matter; provided,

however, that nothing in this Paragraph affects the enforceability of the covenant by EPA set forth in Section VII.

34. Effective upon signature of this Settlement Agreement by Settling Party, Settling Party agrees that the time period commencing on the date of its signature and ending on the date EPA receives from Settling Party the payments required by Section V (Payment of Response Costs) and, if any, Section VI (Failure to Comply with Settlement Agreement) shall not be included in computing the running of any statute of limitations potentially applicable to any action brought by the United States related to the "matters addressed" as defined in Paragraph 32, and that, in any action brought by the United States related to the "matters addressed," Settling Party will not assert, and may not maintain, any defense or claim based upon principles of statute of limitations, waiver, laches, estoppel, or other defense based on the passage of time during such period. If EPA gives notice to Settling Party that it will not make this Settlement Agreement effective, the statute of limitations shall begin to run again commencing 90 days after the date such notice is sent by EPA.

XI. NOTICES AND SUBMISSIONS

35. Whenever, under the terms of this Settlement Agreement, notice is required to be given or a document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Written notice as specified in this Section shall constitute complete satisfaction of any written notice requirement of this Settlement Agreement with respect to EPA and Settling Party.

As to EPA: Kimberly Staiger, OSC U.S. Environmental Protection Agency
Region II – Response and Prevention Branch
2890 Woodbridge Avenue, Bldg. 209, MS-211
Edison, NJ 08837-3679
Staiger.Kimberly@epa.gov

As to NYSDEC: Ian Beilby, P.E.
New York State Department of Environmental Conservation
625 Broadway
Albany, NY 12233-7016

1 electronic copy to: Henry Guzman, Esq.
Assistant Region Counsel
U.S. Environmental Protection Agency
Region II
Guzman.Henry@epa.gov

As to Settling Party: Christopher R. Gibson
Archer & Greiner, P.C.
One Centennial Square

Haddonfield, NJ 08033
cgibson@archerlaw.com

1 electronic copy to: Courtney J. Riley
Vice President, Environmental Affairs
NL Industries, Inc.
5340 LBJ Freeway, Suite 1700
Dallas, TX 75240-2620
criley@valhi.net

XII. PUBLIC COMMENT

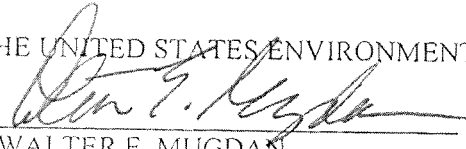
36. This Settlement Agreement shall be subject to a public comment period of not less than 30 days pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i). In accordance with Section 122(i)(3) of CERCLA, EPA may modify or withdraw its consent to this Settlement Agreement if comments received disclose facts or considerations which indicate that this Settlement Agreement is inappropriate, improper, or inadequate.

XIII. EFFECTIVE DATE

37. The effective date of this Settlement Agreement shall be the date upon which EPA issues written notice that the public comment period pursuant to Paragraph 36 has closed and that comments received, if any, do not require modification of or EPA withdrawal from this Settlement Agreement.

IT IS SO AGREED:

FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY:

By: 
WALTER E. MUGDAN
Emergency and Remedial Response Division
Region 2

7/3/2012
[Date]

FOR THE UNITED STATES OF AMERICA

By: _____
ELLEN M. MAHAN
Deputy Chief
Environmental Enforcement Section
Environment and Natural Resources Division
United State Department of Justice
Washington, D.C. 20530

[Date]



THE UNDERSIGNED, on behalf of NL Industries Inc., enters into this Settlement Agreement in the matter of Index Number II-CERCLA 02-2012-2016 relating to the Jewett White Lead Site:

FOR SETTLING PARTY:

NL Industries, Inc.
5430 LBJ Freeway, Suite 1700
Dallas, Texas 75240

[Address]
By: Courtney Riley
[Name]

June 29 2012
[Date]

